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**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEVADA**

DAVID KING, individually and on behalf of
all others similarly situated,

Plaintiff,

vs.

DIV HOLDINGS, LLC, doing business as
“Jardin Premium Cannabis Dispensary,”

Defendant.

Case No. 2:20-CV-00231-RFB-NJK

STIPULATED PROTECTIVE ORDER

IT IS HEREBY STIPULATED by and between Plaintiff David King (“Plaintiff”) and Defendant DIV Holdings, LLC (“Defendant”) through their respective attorneys of record, as follows:

WHEREAS, documents and information have been and may be sought, produced or exhibited by and among the parties to this action relating to trade secrets, confidential research, development, technology or other proprietary information belonging to the Defendant, and/or personal income, credit and other confidential information of Plaintiff.

THEREFORE, an Order of this Court protecting such confidential information shall be and hereby is made by this Court on the following terms:

1. This Order shall govern the use, handling and disclosure of all documents, testimony or information produced or given in this action which are designated to be subject to this Order in accordance with the terms hereof.

1 2. Any party or non-party producing or filing documents or other materials in this
2 action may designate such materials and the information contained therein subject to this Order
3 by typing or stamping on the front of the document, or on the portion(s) of the document for which
4 confidential treatment is designated, "Confidential."

5 3. If a party or non-party producing documents in this action (a "Producing Party")
6 believes in good faith that, despite the provisions of this Protective Order, there is a substantial
7 risk of identifiable harm to the Producing Party if particular documents it designates as
8 "Confidential" are disclosed to all other Parties or non-parties to this action, the Producing Party
9 may designate those particular documents as "Confidential—Attorneys' Eyes Only."

10 See order filed concurrently herewith.



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5. Unless all parties agree on the record at the time the deposition testimony is taken, all deposition testimony taken in this case shall be treated as "Confidential" until the expiration of the following: No later than the fourteenth day after the transcript is delivered to any party or the witness, and in no event later than 60 days after the testimony was given, Within this time period, a party may serve a Notice of Designation to all parties of record as to specific portions of the testimony that are designated "Confidential", and thereafter only those portions identified in the Notice of Designation shall be protected by the terms of this Order. The failure to serve a timely Notice of Designation shall waive any designation of testimony taken in that deposition as Confidential Information, unless otherwise ordered by the Court.

6. All documents, transcripts, or other materials subject to this Order, and all information derived therefrom (including, but not limited to, all testimony given in a deposition, declaration or otherwise, that refers, reflects or otherwise discusses any information designated

1 “Confidential” or “Confidential – Attorneys’ Eyes Only” hereunder), shall not be used, directly
2 or indirectly, by any person, for any business, commercial or competitive purposes or for any
3 purpose whatsoever other than solely for the preparation and trial of this action in accordance with
4 the provisions of this Order.

5 7. Except with the prior written consent of the individual or entity designating a
6 document or portions of a document as “Confidential,” or pursuant to prior Order after notice, any
7 document, transcript or pleading given “Confidential” treatment under this Order, and any
8 information contained in, or derived from any such materials (including but not limited to, all
9 deposition testimony that refers to, reflects or otherwise discusses any information designated
10 “Confidential” hereunder) may not be disclosed other than in accordance with this Order and may
11 not be disclosed to any person other than: (a) the Court and its officers; (b) parties to this litigation;
12 (c) counsel for the parties, whether retained outside counsel or in-house counsel and employees
13 of counsel assigned to assist such counsel in the preparation of this litigation; (d) fact witnesses
14 subject to a proffer to the Court or a stipulation of the parties that such witnesses need to know
15 such information; (e) present or former employees of the Producing Party in connection with their
16 depositions in this action (provided that no former employees shall be shown documents prepared
17 after the date of his or her departure); and (f) experts specifically retained as consultants or expert
18 witnesses in connection with this litigation.

19 8. Except with the prior written consent of the individual or entity designating a
20 document or portions of a document as “Confidential—Attorneys’ Eyes Only”, or pursuant to
21 prior Order after notice, any document, transcript or pleading given “Confidential—Attorneys’
22 Eyes Only” treatment under this Order, and any information contained in, or derived from any
23 such materials (including but not limited to, all deposition testimony that refers to, reflects or
24 otherwise discusses any information designated “Confidential—Attorneys’ Eyes Only”
25 hereunder) may not be disclosed other than in accordance with this Order and may not be disclosed
26 to any person other than: (a) a party’s retained outside counsel of record in this action, as well as
27 employees of said outside counsel to whom it is reasonably necessary to disclose the information
28 for this litigation and who have signed the “Declaration of Compliance” that is attached hereto as

1 Exhibit A; (b) experts specifically retained as consultants or expert witnesses in connection with
2 this litigation who have signed the “Declaration of Compliance” (Exhibit A); (c) the Court and its
3 personnel; (d) court reporters, their staffs, and professional vendors to whom disclosure is
4 reasonably necessary for this litigation and who have signed the “Declaration of Compliance”
5 (Exhibit A); and (e) the author of the document or the original source of the information.

6 9. Documents produced pursuant to this Order shall not be made available to any
7 person designated in Subparagraph 6(f) or 7(b) unless he or she shall have first read this Order,
8 agreed to be bound by its terms, and signed the attached Declaration of Compliance.

9 10. All persons receiving any or all documents produced pursuant to this Order shall
10 be advised of their confidential nature. All persons to whom confidential information and/or
11 documents are disclosed are hereby enjoined from disclosing same to any person except as
12 provided herein, and are further enjoined from using same except in the preparation for and trial
13 of the above-captioned action between the named parties thereto. No person receiving or
14 reviewing such confidential documents, information or transcript shall disseminate or disclose
15 them to any person other than those described above in Paragraph 6 and Paragraph 7 and for the
16 purposes specified, and in no event shall such person make any other use of such document or
17 transcript.

18 11. Nothing in this Order shall prevent a party from using at trial any information or
19 materials designated “Confidential” or “Confidential – Attorneys’ Eyes Only”.

20 12. This Order has been agreed to by the parties to facilitate discovery and the
21 production of relevant evidence in this action. Neither the entry of this Order, nor the designation
22 of any information, document, or the like as “Confidential” or “Confidential – Attorneys’ Eyes
23 Only,” nor the failure to make such designation, shall constitute evidence with respect to any issue
24 in this action.

25 13. An inadvertent failure to designate a document as “Confidential” or
26 “Confidential – Attorneys’ Eyes Only,” does not, standing alone, waive the right to so designate
27 the document. If a party designates a document as “Confidential” or “Confidential – Attorneys’
28 Eyes Only,” after it was initially produced, the receiving party, on notification of the designation,

1 must make a reasonable effort to assure that the document is treated in accordance with the
2 provisions of this Order. No party shall be found to have violated this Order for failing to maintain
3 the confidentiality of material during a time when that material has not been designated
4 “Confidential” or “Confidential – Attorneys’ Eyes Only,” even where the failure to so designate
5 was inadvertent and where the material is subsequently designated as such.

6 14. Within sixty (60) days after the final termination of this litigation, all documents,
7 transcripts, or other materials afforded confidential treatment pursuant to this Order, including any
8 extracts, summaries or compilations taken therefrom, but excluding any materials which in the
9 good faith judgment of counsel are work product materials, shall be returned to the Producing
10 Party within 30 days of the Producing Party’s written request unless: (1) the document has been
11 offered into evidence or filed without restriction as to disclosure; (2) the parties agree to
12 destruction and certify the fact of destruction to the extent practicable in lieu of return; or (3) as
13 to documents bearing the notations, summations, or other mental impressions of the receiving
14 party, that party elects to destroy the documents and certifies to the Producing Party that it has
15 done so. If the parties agree to the destruction of materials afforded confidential treatment
16 pursuant to this Order, the receiving party shall destroy documents reflecting material that has
17 been designated “Confidential” or “Confidential – Attorneys’ Eyes Only,” and certify the fact of
18 destruction, provided however that the receiving party shall not be required to locate, isolate and
19 destroy e-mails (including attachments to e-mails) that may include such information, or such
20 confidential information contained in deposition transcripts or drafts or final expert reports.

21 15. In the event that any party to this litigation disagrees at any point in these
22 proceedings with any designation made under this Protective Order, the parties shall first try to
23 resolve such dispute in good faith on an informal basis in accordance with Civil Local Rules. If
24 the dispute cannot be resolved, the party objecting to the designation may seek appropriate relief
25 from this Court. During the pendency of any challenge to the designation of a document or
26 information, the designated document or information shall continue to be treated as “Confidential”
27 or “Confidential – Attorneys’ Eyes Only” subject to the provisions of this Protective Order.

28 16. Nothing herein shall affect or restrict the rights of any party with respect to its own

documents or to the information obtained or developed independently of documents, transcripts and materials afforded confidential treatment pursuant to this Order.

17. The Court retains the right to allow disclosure of any subject covered by this stipulation or to modify this stipulation at any time in the interest of justice.

Dated: September 21, 2020

Dated: September 21, 2020

THE O'MARA LAW FIRM, P.C.

McDONALD CARANO LLP

By: /s/ David C. O'Mara

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*Attorneys for Plaintiff and the
Putative Class*

ORDER

IT IS SO ORDERED.

Dated: September 22, 2020

Nancy J. Koppe
United States Magistrate Judge

EXHIBIT A

DECLARATION OF COMPLIANCE

I, _____, declare as follows:

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1 I declare under penalty of perjury under the laws of the United States that the foregoing is true
2 and correct.

3 Executed this ____ day of _____, 20__ at _____.

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5 QUALIFIED PERSON

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